

CONTRACT

This **CONTRACT** is entered into between _____ hereinafter referred to as the Applicant; and _____ hereinafter referred to as the Contractor.

WHEREAS, the Applicant is in need of Underground Storage Tank removal services at KDHE project name _____, KDHE project code _____ - _____ - _____, site address _____, the Applicant has requested bids from qualified firms to provide said services, and the Contractor is qualified to provide the required services, the Applicant and Contractor agree as follows:

1. The Contractor shall remove and properly dispose of ____ underground petroleum storage tank(s) and associated piping and restore the property to the Applicant's satisfaction.
2. The Applicant shall compensate the Contractor for its services under the terms and conditions of accepted tank removal and disposal procedures in the amount of \$_____, with payment to be made upon successful completion of tank and line removal, proper disposal and property restoration.
3. It is expressly agreed that the terms of each and every provision in this Contract shall prevail and control over the terms of any other conflicting provision in any other document relating to the subject matter of this Contract or to which this Contract is attached.
4. This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.
5. The Contractor shall comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and shall not discriminate against any person who performs work pursuant to this Contract, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age.
6. By signing this Contract, the respective representatives of the Applicant and Contractor hereby represent that they are duly authorized to execute this Contract on behalf of the party they represent and that their principal agrees to be bound by the provisions herein.
7. The Applicant will not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of this Contract.

Applicant

Date

Contractor

Date